BENGALURU WATER SUPPLY AND SEWERAGE BOARD

Name of the Work: -	Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - **Regarding Consultancy Hire Services.**

TECHNICAL BID DOCUMENT

Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block Jayanagar Bangalore 560041

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Section – 1

1. Though adequate care has been taken in the preparation of this Request for Bid Document, the Consultancy firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the below mentioned office immediately. If no intimation is received by this office by the date mentioned in Section 3.4, it shall be deemed that the Request for Bid Document is complete in all respects and Consultancy Firm is satisfied that the Request for Bid Document is complete in all respects.

   Office of the Executive Engineer (WWM-N)K&T Valley Division
   2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
   Jayanagar Bangalore 560041

2. Neither BWSSB, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP and it is not possible for BWSSB, to consider the particular requirements of each party who reads or uses this RFP. Certain prospective Consultant Firms may have a better knowledge of the Assignment than others. Each prospective Consultant Firm should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources

3. Neither BWSSB, their employees nor the consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Assignment, the information and any other information supplied by or on behalf of BWSSB, or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.

4. BWSSB reserves the right to reject any or all of the Bids submitted in response to this Request for Bid at any stage without assigning any reasons whatsoever. BWSSB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP.

5. BWSSB reserves the right to change/ modify/amend any or all of the provisions of this Request for Bid. Such changes would be intimated to all parties procuring this Request for Bid.

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Consultant
(WWM-N) K&T Valley

Executive Engineer

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

No.: BWSSB / EW(N)KT/ PB / /2023-24
Date :

Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
Jayanagar Bangalore 560041
INVITATION FOR TENDER (IFT)
(Through GOK e-Procurement platform www.eproc.Karnataka.gov.in)

Tenders are invited through GOK e-Procurement platform https://kppp.karnataka.gov.inby the Office of the Executive Engineer (WWM-N)K&T Valley Division 2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block Jayanagar Bangalore 560041**, for the** Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services.Date and time for Tender Queries/Clarifications:
Refer e-procurement portal

Tender documents may be downloaded through e-Procurement Portal https://kppp.karnataka.gov.in website only from **28/11/2023 to 04//12/2023** Interested Tenderers may obtain further information by accessing the same website

Last Date and time for receipt of tender documents 05/12/2023 at 5 30 P.m Refer e-procurement portal

Opening of Technical bids: 05/12/2023 at 4.30 pm Refer e-procurement portal

Opening of Financial bids 07/12/2023 at 4 30 pm Will be intimated to the tenderers

Sl No	Name of work	Approx. Amount put to tender In Rs.	E.M.D In Rs. 2%	Period of completion	Performance and work Qualification
1)	Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services.	Rs 82.80 Lakh	Rs 1.656 Lakh	1 year	1) The consultant should have a minimum annual financial turnover of **Rs. 82.80 Lakhs** in each of the last five years i.e., **(2018-19 to 2022-23)** 2)The consultant as single entity should have carried out supervision of construction of ISPS in last five years at a cost of 41.40lakhs.

Consultant
(WWM-N) K&T Valley

Executive Engineer

SCOPE OF WORK

The scope of work in brief are, (Detailed scope of work given under Section-4: Terms of Reference)

a) On award of work, scrutinize the technical data sheets submitted by the contractor and furnish comments.
b) Study the detailed working drawings for all aspects of the treatment plants prepared by contractor and offer comments and approve for execution.
c) Supervision of work carried out by contractor and provide monthly quality monitoring report for a period of 12months.

d) Provide plant-commissioning supervision for certification.

2Eligibility Criteria:

To Qualify for award of this contract, the consultant in its name should have in the last five years i.e

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)
3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies in the last 10 years**.**
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are not allowed to form Joint venture or Consortium with other bidders.
6. Subletting/ subcontracting of any part of design work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the permanent personnel who are with the firm for not less than 12 months shall only be considered.
10. Firms should have a well-established office in Bangalore. Documentary proof shall be submitted along with Bid
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
12. The company should not be a loss making in last 5 years (2018-19 to 2022-23). Documentary proof -shall be submitted along with Bid

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender documents

Financial

Financial Criteria:

The firm should have achieved in at least two financial years a minimum financial turnover of Rs.82.80 lakhs in last 5 financial years. Documentary proof in the form of attested turnover certificate/balance sheet for last 5 years shall be submitted.

1. The tender comprises two-cover system of (i) Technical Bid and (ii) Financial Bid. The Technical bid containing details of their capability to undertake the tender and scope of service to be carried out, which will be opened first and financial bid Section -6 contains Bill of quantities (BOQ), which will be opened only if the Consultant is found to be qualified to execute the tendered work. (The intending bidders shall furnish the relevant experience certificates duly signed by the competent authority not less than the rank of Executive Engineer or equivalent.

2. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://kppp.karnataka.gov.inunder login for Contractors. Aspiring consultants who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in

3. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.inafter submitting the EMD and tender processing fee in the form of e-payment. EMD will be refunded only after acceptance of successful bidder.

4. Consultants should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. **All the documents should be Notarized. The uploaded documents will not be considered for evaluation if they are not Notarized.**

5. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

6. A successful tender will have to execute an agreement with The Bengaluru Water Supply and Sewerage BWSSB within 15 days upon receipt of intimation along with Performance Security of 5% of the contract price for Project Management Consultancy and Quality assurance in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

7. Bengaluru Water Supply and Sewerage Board reserves the right to accept / reject any or all tenders without assigning any reasons.

8. Corrigendum's / modifications / corrections, if any, will be published in the website only.

Consultant Executive Engineer
(WWM-N) K&T Valley

9. Further details of works for can be obtained in the Office of the Executive Engineer (WWM-N)K&T Valley Division Bengaluru on all working days.

10. GOK e-Procurement portal https://kppp.karnataka.gov.infor registration and e-payment details contact e-Procurement Helpdesk at 080 – 22485867.

Executive Engineer (WWM-N)K&T
Valley Division Bengaluru.

Consultant
(WWM-N) K&T Valley

Executive Engineer

SECTION 2 - INFORMATION TO CONSULTANTS

2.. INTRODUCTION

2.1 Bengaluru Water Supply and Sewerage Board (BWSSB), "the client" is desirous of obtaining Consultancy services for the Project Monitoring Consultancy Services for the Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services.

2.2 **The objectives and description of the services are:**

2.2.1 Project Monitoring of Construction at sewage treatment plant, consisting of

a) On award of work, scrutinize the technical data sheets submitted by the contractor and furnish comments.

b) Study the detailed working drawings for all aspects of the treatment plants prepared by contractor and offer comments and approve for execution.

c) Supervision of work carried out by contractor and provide monthly quality monitoring report for a period of 12 months.

d) Provide plant-commissioning supervision for certification.

2.3 **TIME SHEDULE:** The proposed project is to be constructed in 12 months for establishment of Consultancy Project Monitoring Consultancy Services for the Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services. Date and time for Tender Queries/Clarifications: Refer (https://kppp.karnataka.gov.in),The Bidders may note that the Client will be closely monitoring the progress of the Assignment and any deficiencies in performance will invite penalties and termination.

Consultant firms may prior to submitting their Bid for the Consultancy Assignment are encouraged a site visit to have as assessment study of junctions and their characteristics at their own expense and obtain and ascertain for themselves, at their own responsibility, all technical data, market data and other information necessary for preparation and submission of their Bids. The consultant firms shall be deemed to have full knowledge of the proposed functions whether physically inspected or not.

2.3.1 The consultants are invited to submit Technical & Financial bids, for the above Consultancy Services.

2.3.2 The Bid will be the basis for contract negotiations and ultimately, signing of a contract with the selected consultancy firm.

2.3.3 Consultants must familiarize themselves with local conditions and take them into account in preparing the Bids. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client's office before submitting a Bid.

2.3.4 Consultants who has or plan to set up an office post award of work including design office in Bengaluru will only be considered. In case of award of work, the consultant who do not have an office in Bengaluru, will set up the same within one month from the date of award.
A) Please note that

(i). The costs of preparing the Bid and of negotiating the contract, including visits to the Client site, are not reimbursable as a direct cost of the Assignment

(ii) The Client is not bound to accept any of the Bids submitted.

B) Conflict of Interest:

(i) The Consultants shall provide objective, impartial advice and hold the client's interests paramount without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

(ii) The firm which has been engaged by the BWSSB to provide consultancy services for a Treatment Plant shall be disqualified for providing goods or works or services related to assignments for the same Treatment Plant to any of the construction agencies. Consultants should clarify their situation in this respect to the Client.

2.3.5 The Consultants (including their affiliates / associated / partners) shall observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy BWSSB:-

(a) Will reject a Bid for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(b) Will cancel the firm's contract if at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Consultants or their associates during the selection process or the execution of that contract.

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BWSSB financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a BWSSB financed contract; and.

For the purposes of above:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a BWSSB official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment to BWSSB, and includes collusive practices among consultants) prior to or after submission of Bids) designed to establish prices at artificial, non-competitive levels and to deprive BWSSB of the benefits of free and open competition.

(iii) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing the contract in question.

(iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Government of Karnataka – financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, or Government of Karnataka – financed contract, and

(v) Will have the right to require that, Government of Karnataka to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Government of Karnataka.

2.3.6 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad, in accordance with the above sub Para 2.3.5 (C)

2.3.8 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.3.9 Clarification and Amendment of RFP documents.

(i) Consultants may request a clarification of any item of the RFP document up to 07 days from the date of notification. Any request for clarification must be uploaded in the e procurement portal and BWSSB will upload the response (including an explanation of the query but without identifying the source of inquiry) in the e procurement portal for the benefit of intending bidders.

(ii) At any time before the submission of Proposals, the Client may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment will be uploaded in the e procurement portal for the benefit of all intending bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.4 Preparation of Bids

2.4.1 Consultants are requested to submit Bid written in the language (s) specified in the data sheet.

2.4.2 Earnest money deposit and Tender processing Fee : As detailed above

2.4.2.1 The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (https://kppp.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along

with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software.
Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure
If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor’s bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

2.4.2.2 The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank

2.4.2.3 EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:
a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.’s central pooling account at Axis Bank until the contract is closed.
b. The entire EMD amount for a particular tender has to be paid in a single transaction

2.4.2.4 For details on e-Payment services refer to e-procurement portal for more details on the process.

2.4.3 Technical Bid:

- In preparing the Technical Bid, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in

rejection of a Bid.

- ❖ While preparing the Technical Bid, consultants must give particular attention to the following:

i) Proposed key professional and their required experience capable of providing the necessary services.

ii) It is desirable that the majority of the key professional staff proposed be permanent employees.

iii) Alternative professional staff shall not be proposed and only one curriculum vitae.

iv) Reports to be issued by the consultants as part of this assignment must be in the languages(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of English.

2.4.4 The Technical Bid should provide the following information.

(i) Site Appreciation.

(ii) Approach & Methodology

(iii) Innovative solutions for speedy Project Completion.

(iv) Work programmed and manning schedule

(v) Key personnel & other experienced

- ❖ Qualification of Key Personnel
- ❖ Relevant experience of Key personnel and backup support
- ❖ Number of permanent staff.

(vi) The Technical proposal shall not include any Financial information.

(vii) CV's recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Technical bid submission Form). Key information should include number of years working for the firm entity, and degree of responsibility held in various assignments with the firm.

2.4.5 Financial Bid:

The financial Bid as fees should be submitted separately as indicated in the data sheet. The fees may be indicated in the formats furnished in Section 6.

2.4.6 In preparing the Financial Bid, consultants are expected to take into account the requirements and conditions of the RFP document and as given in the Data Sheet. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including (a) remuneration for staff (in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys etc.

2.4.7 Costs and fees must be expressed, and will be paid, in the currency mentioned in the data sheet.

2.4.8 Bids must remain valid for a period of 180 days. During this period, consultants are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Bid validity period is extended, the consultants have the right not to maintain their Bid.

2.4.9 An agreement in usual format shall be drawn up and entered into with the successful consultant for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per LOI.

2.5 SUBMISSION, RECEIPT AND OPENING OF BIDS

2.5.1 The Bids shall be submitted through e-procurement portal.

2.5.2 First the Technical Bid will be opened at the time and date specified in the data sheet. The same will be evaluated. The objective of evaluation will be to ascertain the capability of the consultant to achieve the requirements of the assignment as well as responsiveness of Bid based on the eligibility criteria.

2.6 Description if Selection Process

2.6.1 The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

2.6.2 Responsiveness of Bid
The Bids submitted by Consultant Firms shall be initially scrutinized to establish "Responsiveness". A Bid may be deemed "Non-responsive" if it does not satisfy any of the following conditions:

- It is not received by the due date and time specified.
- It does not include sufficient information for it to be evaluated and/or is not in the formats specified

The "Responsive" Bids shall be evaluated in the following stages by a Tender scrutiny committee constituted by BWSSB

2.6.3 Evaluation of Technical Bid

(i) Evaluation of Technical bid would be based on the basis of Eligibility criteria indicated in letter of invitation.

(ii) The evaluation committee appointed by the Client as whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference.

2.6.4 Evaluation of Financial bids

The financial Bid of technically qualified Consultant Firms shall be evaluated in the following method:
1. The detailed contents of each of Financial Bids will be reviewed subsequently by BWSSB.
2. The Financial Bid shall be reviewed to ensure that the figures provided therein are Consistent.

3. Financial Bids will be checked for computational errors or material omissions, and prices will be corrected and adjusted as necessary.
4. If a discount has been offered in any Financial Bid, such discount will be applied prorate.

2.6.5 BWSSB reserves the right to reject, at its sole discretion, any or all evaluated Financial Bids and if necessary, call for submission of new Financial Bids.

2.6.6 The Bidders are advised to quote the price accordingly. In addition, the statutory service tax as applicable shall be reimbursed separately, on actual basis. Thus the Financial Bid should include all taxes excluding service tax.

2.6.7 All duties, taxes and other levies payable by the Bidders in respect of the transaction between the Bidders and their vendors/sub-suppliers shall be included in the price bid and no claim on this behalf will be entertained by BWSSB. All taxes, duties and levies (except service tax) in respect of the transaction between BWSSB and Bidders shall be included in the Price Bid.

2.6.8 The evaluation committee will determine whether the financial Bids are complete, correct any computational errors and correct prices in local currency (IR).

2.7 Negotiations

2.7.1 Negotiations will be held at the office of the Chief Engineer (WWM), BWSSB, Bengaluru. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated experts and satisfy such other pre-negotiation requirements as the BWSSB may specify. Failure in satisfaction of such requirements may result in the BWSSB proceeding to negotiate with the next lowest Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate.

2.7.2 The Client shall prepare minutes of the negotiations, which will be signed by the Client and the Consultant. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations.

2.7.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initials the agreed contract. If negotiations fail, the Client will invite the firm whose bid is next lowest (L2) to negotiate a contract.

2.7.4 Confidentiality Negotiations

Information relating to evaluation of Bids and recommendations concerning contract award shall not be disclosed to Consultants who submitted Bids or to other persons not officially concerned with the Selection process until the winning firm has been notified and contract awarded.

2.8 Award of Contract

After completion of negotiations, the Client shall award the contract to the selected Consultant and promptly notify the other Consultants who submitted Bids that they were unsuccessful.

Notification on Award of Contract for the Consultant will be made in writing to the successful Bidders by BWSSB.

The selection of consultant will be at the sole discretion of BWSSB who reserve their rights to accept or reject any or all the Bids without assigning any reason.

BWSSB reserves the right to call for additional information from the Bidders consultants.

2.9 Right of Rejection

BWSSB reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, withdraw this RFP, not award the work, or not award a portion of the work at any time. The receipt of Bids shall NOT in any way, obligate the BWSSB to enter into a consultancy agreement, lease or any other contract of any kind with any Consultant. All submitted copies of the Bids shall become the property of BWSSB.

SECTION 3 - DATA SHEET

3.1 Name of the Client:

BENGALURU WATER SUPPLY AND SEWERAGE BOARD
The client's address is:
Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
Jayanagar Bangalore 560041

Clarification, information, submission of Bid and / or all correspondence to be sent to the
above address.

3.2 Bid Requirements:
One Technical bid and one Financial bid by e-procurement only.

3.3 Assignment:

3.3.1 Scope of work includes

a) Carryout design review of process, hydraulics, P&I, Civil, Structural, Mechanical, Electrical and Instrumentation & Automation design submitted by contractor.
b) Carryout vendor data sheet review for mechanical, electrical equipments and instruments submitted by contractor.
c) Verify the work program of contractor for timely implementation of the project with respect to the resources, planning and monitor the same from time to time and bring out short falls and bottlenecks in the monthly reports.
d) Assist BWSSB in conducting fortnightly site meeting for design and progress review meeting and prepare progress report.
e) Carryout supervision of work for a period of 12 months for quality at site for all civil, pipeline, Mechanical, Electrical and Instrumentation works and assist BWSSB in certifying the work and appraise BWSSB from time to time. The progress reports shall be submitted bi-weekly.
f) Monitor the work at site as per the specifications and approved drawings.
g) Carryout Inspection of equipment at manufacturer's place and witness factory testing of equipment's on instruction from BWSSB on chargeable basis.
h) Monitor the STP trial run and commissioning activity and evaluate performance of the plant with respect to the contract conditions and certify.
i) Assist BWSSB in certifying contractor's work bills.
j) Verify the as built drawing submitted by the contractor for certification.
k) Verify and certify the commissioning report and O&M manual submitted by the contractor.

Supervision of work quality as per technical specification.

3.4 The language (s) to submit Bids is: English

Reports which are part of the assignment must be written in the following language: English.

3.5 The Technical Bid should include:
1) A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilized by them at short notice, which

will allow them to complete the assignment within a short period. The following details should be given;

a) Name of assignment.
b) Date of entering into the assignment.
c) No. of man months required to complete it.
d) Is any of the key staff whose CV is enclosed working on the assignment.

All these should be substantiated by relevant details. No change of key personnel is permitted without prior written permission of BWSSB, Such changes may be permitted subject to satisfactory replacement.

2) The composition of the proposed staff team, the task assigned to them and their timings.

3) Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.

4) Other details asked for in the formats enclosed.

3.6 FINANCIAL BID
The Assignment covers consultancy services Consultancy services for the Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services.

3.7 Payment
a) Payments shall be made on Percentage basis.

b) No escalation clause or conditions in price bid will be entertained. Such offers may, at the discretion of BWSSB, be rejected.

c) Payment stages will be as per respective section under Terms of Reference.

3.8 Taxes: All taxes shall be included in the offer, except the service tax, which shall be paid extra.

3.9 The currency in which the Bids can be expressed and contract payments will be made is: Indian Rupees.

3.10 Bids must remain valid for 180 days after the submission date.

3.11 The address to bring information to the client is:
Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
Jayanagar Bangalore 560041

3.12 The address for negotiations is:
Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
Jayanagar Bangalore 560041.

SECTION 4 - TERMS OF REFERENCE

4.1 Time schedule:

The total time for review of construction drawings and detailed design submitted by the contractor in stages and monitoring of progress of work is till the completion of the project which is 12 months.

Technical Evaluation(1st Stage–Technical Evaluation of the Proposal)

S. No.	Particulars	Marks
I	**Experience of consultant**	
a)	The Consultant should have carried out as single entity &should have completed the similar work	10
b)	The Consultant should have carried out Construction Supervision ISPS in last five 5 years.	10
	Sub Total	**20**
II	**Approach and Methodology**	
a)	Methodology	10
b)	Work plan and Innovative solutions for speedy project completion	5
c)	Organization chart and Manning Schedule	5
	Sub Total	**20**

4.4 Key Professional Staff:

Key Expert/ Person's Qualification and Experience:

The key expert/ person's qualifications and competence shall be assessed as given in**sub Table 1** and weight age for the key personnel shall be as given in **sub Table 2**.

Sub Table 1- EVALUATION OF KEY PERSONNEL QUALIFICATIONS

a) General Qualifications	
• Professional Qualifications	20%
• Length of Experience and Positions held	20%
Sub Total	**40%**
b) Adequacy for the Assignment	
• Adequacy for the assignment	60%
Sub Total	**60%**
Grand Total	**100%**

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Executive Engineer

Sub Table 2 – Weightage of Points for Qualification and Experience of Key Personnel likely to be deployed

S.No	Key Personnel/ Experts	Points
1	Structural Engineer Cum Team Leader	30
2	Mechanical Engineer	20
3	Electrical Engineer	20
4	Instrumentation Engineer	10
5	Quantity Engineer	10
6	Cad Engineer	10
	Sub Total	**100**
	Grand Total	**100**

The Qualification and Experience Required for Key Staff

Sl. No.	Position	Qualification	Role and Responsibility	Relevant Experience	Total Man months
a	Structural Engineer – 1 No.	BE or ME in structural engineering with minimum 10 years of experience	1. Design of ISPS 2. Appraisals of sub projects of ISPS works 3. Oversee contract management and performance monitoring of the contracts 4. Ensuring the construction activities are implemented as per design in field 5. Assist in preparation of Project completion Report	10 Years	12
b	Electrical Engineer – 1 No.	BE in Electrical engineering with minimum 10 years of experience	1. Review of Electrical design components of the project.	10 Years	12
c	Mechanical Engineer – 1	BE-Mechanical	1. Review of Mechanical design components of the Project.	10 Years	12

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	No.	Engg.			
d	Instrumentation Engineer – 1 No.	BE in Instrumentation engineering with minimum 10 years of experience	1. Review of Instrumentation components of the Project.	10 Years	12
e	Quantity Engineer	Postgraduate in Civil Engineering	1. Responsible for the quantity executed in site and &Assist BWSSB at decision level under the project for the assigned sub projects 2. Assist in review Billing Break-up and procurement activities	10 Years	12
f	Cad Engineer	Graduate Degree in Civil	1. Assist in Execution of as per approved drawings	10 Years	12

4.5 Specific Responsibility of Consultant

i) The consultant shall be responsible for arranging necessary office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.
ii) The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

4.6 Obligation of Client

i) Liaison and Access
The BWSSB shall provide liaison with other Government agencies and Departments for the introduction of the Consultant. The consultant shall be given unhindered access to the relevant agencies in order to carry out the work.

4.7 Payment schedule:

a) On checking and clearance of Construction drawings received from contractor 40%

b) Quality Supervision Monitoring on equal monthly installments. 60%

:

1	On checking and clearance of construction drawings received from contractor-40% on Contract Price	
	a)On Review of process Design and Drawings	5%
	b)On Review of Mechanical GA Drawings	10%
	c)Electrical and Instrumentation GA Drawings	05%

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	d)On Review of Structural Drawings	10%
	e)On completion of Equipment Inspection	5%
2	Commissioning and As built Drawings	5%
3	Consultancy Fee for Quality Supervision Monitoring on Equal Monthly Instalments of 60% of Contract price	12Equal instalments

4.9 Performance Security

4.9.1 The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bengaluru.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
(e) "GC" means these General Conditions of Contract;
(f) "Government" means the Government of Karnataka;
(g) "Local currency" means Indian Rupees;
(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.
(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)
(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
(n) “TOR” means Terms of Reference.
(o) ‘Third party” means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an

authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

- The selected bidder will be fully responsible for all applicable taxes, duties, license fees, etc. incurred in relation to the work. They must cover the taxes that may be imposed on their own personnel or any of their employees' earnings and will be expected to protect the employer from any potential claims made against them. The selected bidder must indemnify and hold the employer harmless against any such claims.
- According to Commercial Tax Department Notification No.12/2017, all services are subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable law
- BWSSB does not assume any responsibility for taxes under the Indian Income Tax Act, 1961 for the selected bidder(s) or their personnel. In accordance with the provisions of the Indian Income Tax Act, 1961, if necessary, BWSSB will make deductions for Income Tax at source. The applicable tax at the prevailing rate will be included over and above the quoted price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or
such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date
the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end
of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the
scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event, which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension.

The Client may by written notice of suspension to the Consultants, suspend all payments
to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client
The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or
fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:
"Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to
terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of termination or expiration;

(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) The Consultants obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) Any right, which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.90.

2.7.5 Payment upon Termination.

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client): (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination.

If either Party disputes whether as event specified in paragraphs (a) through (e) of Clause GC 2.71 or in Clause 2.7.2 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to Arbitration pursuant to Clause GC 7 hereof, and this Contract shall be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
3.2.4 Prohibition of Conflicting Activities The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government of Karnataka which would conflict with the activities assigned to them under this Contract; and
(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the
Client.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such

insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to tin the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval.

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Consultants", Sub-Consultants" and "Key Personnel), merely by title but not by name;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations.

The Consultants shall submit to the Client the reports and documents specified in the form, in the numbers, and within the periods set forth.

3.8 Documents Prepared by the Consultants to be the Property of the Client.

All plans, drawings, specifications, designs, reports and other documents and the software if any submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client
Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1 General
The Consultants shall employ and provide such qualified and experienced Personnel and
Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his / her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 3.1.1, hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided

(i) that such adjustment shall not alter the originally estimated period of engagement of any individual by more that 10% or one week, whichever is larger, and

(ii) that the aggregate of such adjustment shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract. Any other such adjustments shall be made with the Clients written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C
are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, Etc.,
(a) Working hours and holidays for Key Personnel are set forth.

(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick
leave or vacation leave except as specified hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or
has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as result replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager
If required by the SC, the Consultants shall ensure that at all times during the Consultants performance of the Services a resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client
5.1 Assistance and Exemptions
Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:
(a) issue to officials, agents and representatives of the Government all such instructions
as may be necessary or appropriate for the prompt and effective implementation of
the Services;
(b) assist the Consultants and the Personnel and any Sub-consultants employed by the
Consultants for the Services from any requirement to register or obtain any permit to
practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Access to Land
The Client warrants that the Consultants shall have, free of charge, unimpeded access to
all land in the Government’s country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land
or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-Consultant or the Personnel of either of them.

5.3 Services, Facilities and Property of the Client
The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described at the times and in the manner specified, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1 (c) hereinafter.

5.4 Payment
In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payment to the Consultants:
6.1 Cost Estimates; Ceiling Amount
(a) An estimate of the cost of the Services payable in local is forth.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1 (c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1 (b) hereof, if pursuant to Clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimated referred to in Clause GC 6.1 (a) above, the ceiling or ceilings as the case may be, set forth in Clause GC 6.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.0 Remuneration and Reimbursable Expenditures
(a) Subject to the ceilings specified in Clause GC 6.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.1 (b) and (ii) reimbursable expenditures as set forth in Clause GC 6.1 (c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC
(c) Reimbursable expenditure actually and reasonably incurred by the Consultants in
the performance of the Services, as specified in Clause SC 6.2 (c).

6.1 Currency of Payment
All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.

6.2 Mode of Billing and Payment
Billing and payments in respect of the Services shall be made as follows :

(a) As soon as practicable and not later fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to

the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 5.3 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

(b) The Client shall cause the payment of the Consultant within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add for subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due, but not paid on, such due date.

(c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants an approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory, ninety (90) calendar days after receipt of the final report and final statement by the client unless the Client, within such ninety (90) day period, gives written notice to the consultants specifying in detail deficiencies in the Services, the final report of final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon the completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after by the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) All payment under this Contract shall be made to the account of the Consultants specified in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

7.2.1 If the consultant is not satisfied with the decision taken by the Employer, the dispute
shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

7.2.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

7.2.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

8. Accountability

8.1 The detailed project report / tender documents / designs of the structure / part of a structure shall be to the standards. Deficiency in the designs / structural designs / detailing if any will be the responsibility of the consultant whether noticed during construction / part completion of a particular structure / component or completion of the entire structure.

8.2 The additional cost if any for implementing any change or rectifications due to fault or deficiency in design will have to be borne by the design consultant.

8.3 In addition BWSSB reserves the right to recover the performance security amount vested with BWSSB in the form of Bank guarantee given by the consultant against performance guarantee.

9. Penalty

9.1 The client reserves the right to levy an additional penalty upto 10% of the total consultancy fee for non-performance of a particular task / entire task in accordance with the programme furnished by the consultant. The penalty will be deducted from each bill received from the consultant.

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SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is _____].

[1.4.1 The addresses are:

Client: _____
_____
_____
Attention: _____
Cable address: _____
Telex: _____
Facsimile: _____
E-mail: ----------
Consultants: _____
_____
_____
Attention: _____
Cable address: _____
Telex: _____
Facsimile: _____
E-mail: ----------

[1.4.2 Notice shall be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

(c) in the case of telegrams, 24 hours following confirmed transmission; and

(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : _____
For the Consultant: _____

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The effectiveness of Contract shall be on the date _____ :

[2.2 The time period shall be _____ days [Note: Fill in 30 days or any other appropriate] or such other time period as the parties may agree in writing]

[2.3 The period shall be _____ [Note: Fill in the period, e.g., twenty-four (24) months or such other period as the parties may agree in writing].

[3.4 The risks and the coverage's shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles
Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of
Consultancy;

(2) Third Party liability insurance, with a minimum coverage equal to total contract value for this consultancy;

(3) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy;

(4) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, etc., or other insurance as may be appropriate;

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in
part with funds provided under this Contract, (ii) the Consultants' property used in
the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[3.5 (c) The other actions are.

[3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[4.6 Note: if there a resident project manager, state here: "The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6" If there is no such manager, delete this Clause SC 4.6 from the SC]

[6.2(b)

(1) It is understood (i) that the remuneration rates shall cover such salaries and allowances, as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges. overhead and Consultants fee. (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead. And (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration .for periods of less than.one.month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day
being equivalent to 1/30th of a month)

[6.2(c) The reimbursable expenditures shall be the following:

(1) The cost of any subcontract required for the Services and approved in writing by the
Client;

(2) Any such additional payments for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause GC 6.1 (c); and

(3) The cost of such further items as may be required by the Consultants for the purpose of the Services, as agreed in writing by the Client: .
[6.4 The account is: .....]

[6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

(1) The bank guarantee shall be for an amount as specified in Clause 4.11 of TOR

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

[7.2.1 Selection of Arbitrators:

The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Consultant relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Chairman, BWSSB, out of panel of arbitrators (who shall be an Engineer) of Indian Council of Arbitration.
(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India
(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
(d) Performance under the contract shall continue during the 'arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION – 5

TECHNICAL BID – SUBMISSION FORMS

- Technical Bid submission form
- Composition of the team and task(s) of each team member.
- Curriculum vitae of proposed professional staff
- Activity (work) schedule.

TECHNICAL BID SUBMISSION FORM

(Location, Date)

From:
(Name and Address of Firm)

To:
Office of the Executive Engineer (WWM-N)K&T Valley Division
2nd Floor Kapila Bhavan 11th main 35th cross 4th T Block
Jayanagar Bangalore 560041.

Sir,

Sub: Consultancy services for the Project Monitoring Consultancy Services for the Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services.

***

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Bid dated _____, We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid.

If negotiations are held during the period of validity of the Bid, i.e 90 days from submission we undertake to negotiate. Our Bid is binding upon us and subject to the
modifications resulting from contract negotiations.

We undertake that if the work is awarded, we will execute the work from the office in Bengaluru. The designs, drawings etc., will be done from our office at Bengaluru.

We have examined in detail and have understood the terms and conditions stipulated in the Document issued by BWSSB and in any subsequent communication sent by BWSSB. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the or in any of the subsequent communications from BWSSB. Our Bid contains no conditions.

The information submitted in our Bid is complete, is strictly as per the requirements as stipulated, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

We understand you are not bound to accept any Bid you receive.
We remain,

Yours sincerely,

Authorised Signature:
Name and Title of Signatory:
Name of the Firm
Address
Contact Person:
Telephone:

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Appendix C

COMPOSITION OF THE TEAM PERSONNEL AND TASK (S) OF EACH TEAM MEMBER.

1. Technical / Managerial Staff (Key Professional)

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					
5					
6					
7					
8					
9					

2. Support Staff

Sl.No	Name	Qualification	Position	Experience (in No. of Years)	Task
1.					
2.					
3.					
4.					

C.V’s in the above format, of the personnel shall be submitted with signature.

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FORMAT OF CURRICULUM VITAE (C.V) FOR PROPOSED KEY PERSONNAL STAFF.

Proposed Position:

_____

Name of the firm:

_____

Name of Staff:

_____

Profession:

Date of Birth:

_____

Years with Firm / Entity: _____ Nationality: _____

Membership in Professional Societies:

_____

_____

Detailed Tasks Assigned:

_____

Key Qualifications: _____

(Give an outline of staff member's experience and training most pertinent to tasks on
assignment. Describe degree of responsibility held by staff member on relevant previous
assignments and give dates and location. Use about half a page)

Education:_____

(Summarize College / University and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.)

Employment Record: _____

(Starting with present position, list in reverse order every employment held. List all positions held by staff members since graduation, giving dates, name of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page)

Languages:

_____

(for each language indicate proficiency: excellent, good, fair, or poor, in speaking, reading and writing)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

_____ Date: _____

(signature of staff member and authorized representative of the firm) Date / Mon / Year

Full name of staff

Member: _____

Full name of authorized representative of

Firm: _____

SECTION - 6

FINANCIAL BID

Sl No.	Description of the work	Quoted Amount in Rs	
		In figures	In words
1	Consultancy services for the Project Monitoring Consultancy Services for the Estimate for the work of construction of 15 MLD ISPS at KSRTC Printer Press Road, Shanthi nagar - Regarding Consultancy Hire Services		

Note: The Financial Bid shall be submitted in the Financial Bid portal of the e procurement and not in the Technical Bid.

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Form of Bank Guarantee for Performance Security

(Reference TOR Clause 4.11 of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____
To:
_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as performance security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs._____ [amount of guarantee] Rupees _____ [in words] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Guarantee Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in Bengaluru